AGREEMENT
VETERANS CLASSIC AT THE U.S. NAVAL ACADEMY

TERMS OF PARTICIPATION

This agreement is made and entered into as of November 14, 2017 by and between the Naval Academy Athletic Association, a Maryland 501 (c)(3) non-profit association ("NAAA"), located at 566 Brownson Road, Annapolis, MD 21402 and the Wichita State University, Department of Intercollegiate Athletics, 1845 Fairmount Street, Wichita, KS 67260-0018 ("Participant") to establish the terms and conditions for participation of Participant in a men’s college basketball event (the “Classic”) as described herein. The Classic will feature a men’s college basketball doubleheader at U.S. Naval Academy’s Alumni Hall ("Arena") in Annapolis, MD on Friday, November 9, 2018. Both games will be televised live by the CBS Sports Network (CBS SN)

1. Classic. The NAAA will host three teams participating in the Classic. The games will be governed by the rules and regulations of the NCAA. Navy will face the University of Maryland in one of the contests and the other game will feature the Participant against Providence College. Specific game times will be determined at a later date.

2. Obligations of the NAAA. In connection with the presentation of the Classic, the NAAA will, at its expense:

(a) Provide the Arena and all equipment and personnel necessary for the presentation of the Classic, including referees; and

(b) Arrange for the participation in the Classic by the other teams; and

(c) Contract with CBS SN for the production and live telecast of the doubleheader.

3. Obligations of the Participant. Participant agrees to do the following, at its expense;

(a) Arrive in Annapolis, MD on Wednesday evening, Nov. 7 in order to participate in the U.S. Naval Academy immersion tours on the morning of Thursday, Nov. 8.

(b) Make the Participant’s men’s basketball team available to play one (1) game in the Classic as set forth above. All expenses incurred by the Participant in connection with the participation (by the Team) in the Classic, including, but not limited to, lodging, meals, travel and other expenses incurred by members of the Team, including coaches, players, managers and trainers (the “Team Members”), the Team’s pep band and cheerleaders, will be borne and paid for entirely by the Participant.

(c) Grant the NAAA and CBSSN the right to use their marks and logos for promotion and production of the event.
(d) Grant CBSSN access to the team while in Annapolis for interviews, feature shoots and all-access shows/pieces.

(e) Agree that CBSSN will have exclusive multi-media ancillary rights to the Classic that include studio shows, all-access shows, features and other non-game events occurring while teams are in Annapolis.

4. Compensation. In consideration of the performance by Participant of its obligations hereunder, the NAAA shall provide the following benefits to Participant:

(a) Up to twenty-four (24) participant passes for admission to the Classic games by the Team Members, plus up to twenty-four (24) passes for the Team's pep band (if needed) and up to twelve (12) passes for the Team's cheerleaders (if needed).

(b) Up to seventy-five (75) complimentary tickets, with fifty (50) of those being seated in the lower level to the Classic at Alumni Hall.

(c) Five hundred (500) additional tickets to the Classic for Participant to reserve on a consignment basis provided that Participant notifies the NAAA of the number of tickets Participant wishes to return no later than September 1, 2018.

(d) In the event, the participant chooses to withdraw from the Classic, a $50,000 buyout, payable to the NAAA, will be exercised.

5. Game Officials. The NAAA will utilize NCAA qualified rated officials, blended crews from the Atlantic Coast Conference (ACC), Southeastern Conference (SEC), American Athletic Conference (AAC), Atlantic 10 (A10), Big East, and Big Ten, assigned by Patriot League Supervisor of Officials Reggie Greenwood.

6. Ancillary Rights. The NAAA reserves the right to determine the radio and television broadcast policy for the Classic. All national radio, satellite and television rights are reserved to the NAAA and any fees or other payments for such rights shall be retained exclusively by the NAAA. Participant shall not have the right to share in any such fees or other payments; however, Participant will have the right to make a local/regional radio broadcast of its game in the Classic and retain all revenue from such broadcast. The NAAA shall provide to the Participant one radio outlet location for the aforementioned broadcast free of charge.

7. Violations of NCAA Rules. In the event the Team is prohibited from appearing on television during the Classic because the Team has been found guilty of a violation of, or been notified by the NCAA of a potential violation of, an NCAA rule or regulation, then the NAAA shall have the right, at its option, to terminate this Agreement. In the event of such termination by the NAAA, neither party hereto shall have any further liability to the other hereunder. Participant agrees to notify the NAAA promptly of any matter which would prevent the Team's game in the Classic from being televised.
8. **Acknowledgement of NAAA Status.** The parties acknowledge that NAAA is not a government agency. Furthermore, nothing in this Agreement shall be deemed or construed as binding upon the United States Naval Academy ("USNA") or the United States government. Neither the USNA nor the United States government shall have any obligation or liability whatsoever under this Agreement.

9. **Relationship of Parties.** NAAA and Participant are acting as independent contractors. Nothing contained in this Agreement will create or be construed as creating a partnership, joint venture or agency relationship between the parties, nor does it grant either party any authority to assume or create any obligation on behalf of or in the name of the other.

10. **Assignment.** Neither party may assign its rights or obligations under this Agreement unless the other party has agreed to the assignment in writing.

11. **Representation and Warranty of Contracting Authority.** The undersigned representative of Participant represents and warrants that s/he has the power and authority to execute and deliver this Agreement and to perform the provisions hereof.

12. **Complete Agreement.** This Agreement constitutes the complete and exclusive and understanding between the parties and supersedes any proposal or prior agreement, oral or written, or any other communications relating to the subject matter of this agreement. No modification of this Agreement shall be binding unless it is in writing and signed by and authorized representative of the party against whom enforcement is sought.

   IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials of the day first set forth above.

   **Naval Academy Athletic Association**
   By: ________________________________
   Signature
   Chet Gladchuk
   Director of Athletics
   Date: 1/5/17

   **Participant**
   By: ________________________________
   Signature
   Darron Boatright
   Printed Name
   Director of Athletics
   Title
   Date: 11/14/17